

The Honorable Paul B. Snyder
Hearing date: December 9, 2010
Hearing time: 9:00 a.m.
Response date: December 2, 2010
Chapter 7
Location: Tacoma

UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF WASHINGTON

In re

No. 08-45604

BUCKO ENTERPRISES INC.,

Debtor.

KATHRYN A. ELLIS, In Her Capacity As
Duly Appointed Chapter 7 Trustee,

Adv. No. 10-04247

Plaintiff,

PLAINTIFF'S STATEMENT OF
UNCONTROVERTED FACTS

vs.

HAMILTON CORNER I LLC, a Washington
Limited Liability Company,

Defendant.

Kathryn A. Ellis, Plaintiff herein, by and through the undersigned attorney, submits the following statement of uncontroverted facts pursuant to LBR 7056-1 in support of her Motion for Summary Judgment.

STATEMENT OF UNCONTROVERTED FACTS

1. Bucko Enterprises Inc. filed the present Chapter 7 Bankruptcy Petition on October 29, 2008.

2. Bucko Enterprises Inc. operated three restaurants under three different names: Beck's Little Italy, Beck's Rib Eye and Rib Eye Restaurant.

**PLAINTIFF'S STATEMENT OF
UNCONTROVERTED FACTS - 1**

KATHRYN A. ELLIS, ESQ.
600 Stewart St
Suite 1300
Seattle, WA 98101
(206) 682-5002

1 3. The restaurant located at 1364 Rush Rd, Chehalis, WA was known as “Beck’s
2 Rib Eye”.

3 4. Bucko Enterprises Inc. held a lease for the premises with Hamilton Corner I LLC,
4 through Mike Hamilton, member.

5 5. Hamilton Corner I LLC sued Bucko Enterprises Inc. for breach of the lease
6 (Lewis County Superior Court No. 08-2-00284-3).

7 6. Subsequently the parties reached an agreement providing that in exchange for
8 dismissal of the lawsuit and to forego further prosecution, Bucko Enterprises Inc. would execute
9 all documents necessary to sell, transfer and assign to Hamilton Corner I LLC all right, title and
10 interest in the trade name “Rib Eye”, any signage at the premises, the mobile home at the leased
11 premises and any and all other equipment, supplies, tools and other materials existing at the
12 leased premises owned by the debtor.

13 7. The stipulation and order provided:

14 **In consideration of Plaintiff’s agreement to dismiss the pending lawsuit** and to forego
15 further prosecution on the terms herein stated, Defendants shall execute such documents
16 as reasonably necessary to sell, transfer and assign to plaintiff all right, title and interest
17 in the trade name “Rib Eye”, any signage at the leased premises, the mobile home at the
18 leased premises that is in the name of Defendant Bucko Enterprises, Inc., and any and all
19 other equipment, supplies, tools or other materials now existing at the leased premises
20 that are owned by Defendants. Defendants shall execute such documents not later than
21 fifteen (15) days from the date of entry into this Stipulation.

22 In the event Plaintiff files a new action against any of the Defendants to recover sums
23 owing under the lease, said **Defendants shall be allowed to a set off of \$35,000**
24 **representing the reasonable estimated value of the assets to be transferred** to
25 Plaintiff as stated in paragraph 4 above. (Emphasis supplied)

26 8. A Mobile Home Real Estate Excise Tax Affidavit was executed by the debtor to
27 Hamilton Corner I LLC, transferring the mobile home at the premises located at 1336 Rush Rd,

1 Chehalis, WA which had a tax assessed value of \$31,721.00 to the Defendant.

2 9. Hamilton Corner I LLC accepted the transfer, and signed the Mobile Home Real
3 Estate Excise Tax Affidavit as “grantee”.

4 10. Hamilton Corner I LLC removed and disposed of the mobile home and/or
5 “dumpsterized” other property transferred to it.
6

7 11. The property transferred by the Bucko Enterprises Inc. to the Hamilton Corner I
8 LLC had an agreed value of \$35,000.

9 DATED this 2nd day of November, 2010.

11 /s/ Kathryn A. Ellis
12 Kathryn A. Ellis, WSBA #14333
13 Attorney for Plaintiff

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